

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: Connie Gaeta )  
Joseph Gaeta ) Case No. 12-43153  
 ) Chapter 13  
Debtor(s) )  
 ) HEARING DATE: October 17, 2012  
 ) HEARING TIME: 10:00 a.m.  
 ) LOCATION: Courtroom 5 North

## SECOND AMENDED CHAPTER 13 PLAN

**PAYMENTS.** Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)

\$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

\$ 600 per month for 4 months, then \$ 860 per month for 56 months, then \$ per month for months.

A total of \$\_\_\_\_\_ through \_\_\_\_\_, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months beginning with the payment due in \_\_\_\_\_, 20\_\_\_\_.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Debtor shall send any tax refund received during the plan to the Trustee; however, debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain from such refunds the lesser of the sum of two monthly plan payments or \$600 from such tax refunds, each year, for necessities. (2) Fifty percent of any employee bonus or other distribution paid or payable to the debtor during the term of the plan. (3) Additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

A minimum of \$ 1526.00 \_\_\_\_\_ will be paid to non-priority unsecured creditors.  
(Dollar amount or 100%)

**DISBURSEMENTS.** Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below:

1. **Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by

law [and pay filing fee in the amount of \$ \_\_\_\_\_]

2. **Executory Contract/Lease Arrearages**. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments**. Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments**. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence**. Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
wilmington savings	1247	Debtor

r

(E) **DSO Claims in equal installments**. Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney Fees**. Pay Debtor's attorney \$1,390.00 in equal monthly payments over \_\_\_ 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3**. Pay arrearage on debt secured by liens on real property in equal monthly installments over the

period and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
Wilmington savings	18,000	48 mos	0
		48 mos	-0-

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.04% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
		60mos	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 5.04% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Title Max	4031	5000	60 mos	5000

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE

6. Pay \$ 2,000. of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid directly by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE

8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
collector of rev stl co	921
IRS	4124
Mo rev	2980

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ 36530. Estimated amount available \$ 0. Estimated repayment in Chapter 7: \$ 0. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$ 1525.80.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
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10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.

DATE: \_\_\_\_\_  
gaetta \_\_\_\_\_

DEBTOR: \_\_\_joe

DATE: \_\_\_\_\_  
gaetta \_\_\_\_\_

D E B T O R : \_ c o n n i e

United States Bankruptcy Court  
Eastern District of Missouri

In re Connie Gaeta  
Joseph L Gaeta

Case No. 12-43153  
Chapter 13

Debtor(s)

**CERTIFICATE OF SERVICE**

I hereby certify that on September 24, 2012, a copy of Motion to File a Second Amended Chapter 13 Plan and Second Amended Chapter 13 Plan was served electronically or by regular United States mail to all interested parties, the Trustee and all creditors listed below.

Advance America  
c/o Cashnet USA  
200 W. Kackson Blvd  
14th Floor  
Chicago, IL 60606-6941

Bank One  
c/o GACC  
5850 W. Interstate Rd  
Suite 100  
Arlington, TX 76017

Collector of Revenue  
St. Louis County  
41 South Central  
Saint Louis, MO 63105

Credit One Bank  
c/o Capital Management Services, LP  
4850 Street Rd  
Suite 300  
Feasterville Trevose, PA 19053

First Premier Bank  
PO Box 5529  
Sioux Falls, SD 57117

First Source Fin. Solutions  
7650 Magna Drive  
Belleville, IL 62223

Foot & Ankle Center  
PO Box 790379  
Saint Louis, MO 63179

Ford Motor Credit  
c/o SRA Associates  
401 Minnetonka Rd  
Somerdale, NJ 08083

Gravois Auto Repair  
10601 Tesson Ferry Rd  
Saint Louis, MO 63128

Internal Revenue Service (IRS)  
Insolvency Unit  
PO Box 66778  
Stop 5334/STL  
Saint Louis, MO 63166

Metropolitan Orthopedics  
c/o ARC  
PO Box 3860  
Chesterfield, MO 63006

Metropolitan Sewer District  
PO Box 437

**Saint Louis, MO 63166-0437**

**Midland Funding**  
c/o Kramer and Frank  
9300 Dielmann Rd  
Suite 100  
Saint Louis, MO 63132

**Midwest Radiology**  
PO Box 38900  
Saint Louis, MO 63188

**Missouri Baptist Medical Center**  
PO Box 504038  
Saint Louis, MO 63150

**Missouri Department of Revenue**  
Bankruptcy Unit  
P.O. Box 475  
301 W High Street  
Jefferson City, MO 65105-0475

**Olive Surgery Center**  
12101 Woodcrest Executive Dr  
Saint Louis, MO 63141

**Premier Bank Card**  
c/o Jefferson Capital Systems, Inc  
16 McLeland Rd  
Cincinnati, OH 45202

**Regions Bank**  
c/o ERC, Inc  
800 SW 39th Street  
PO Box 9004  
Renton, WA 98057

**Tara Talawar, MD**  
PO Box 78189  
Saint Louis, MO 63178

**Team Tan**  
c/o TRS Recovery  
5251 Westheimer  
Houston, TX 77056

**Title Max Title Loan**  
10415 Watson Road  
Saint Louis, MO 63127

**Trustees of Cardinal Springs Subdivision**  
c/o Tim Marshall Walters & Associates  
6668 Oakland Ave  
Saint Louis, MO 63139

**United Student Aid Funds**  
c/o General Revenue  
11100 USA Parkway  
Fishers, IN 46037

**Wilmington Savings**  
Dept 1710  
C/o SN SERVICING  
Denver, CO 80291-1710

**Wise and Scott LLC**  
23333 Grissom Dr  
Suite 106  
Saint Louis, MO 63146

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